



# PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Thursday, December 15, 2009

7:00 PM

Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.  
Comments MUST be related to a specific agenda item  
slated for action at the meeting.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1 X	Jenny Little	
2 X	FRANKIE PEARSON	Racetrack
3 X	Lee Brown	Mill
4 X	Margaret Thompson	Foreclosures
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9		
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11		
12		
13		
14 X	Don Massey	Racetrack
15 X	[Signature]	





**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: December 15, 2009 7:00 p.m.**

**Ordinance 2009-24** " AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND GREENFIELD INDUSTRIES, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT" and associated Fee Agreement

Public comment will be limited to four minutes per person.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**Please PRINT your name**

1. *Susie Cornelius*
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12/15/09

STATE OF SOUTH CAROLINA  
OCONEE COUNTY COUNCIL  
ORDINANCE 2009-24

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND GREENFIELD INDUSTRIES, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES RELATED TO THE PROJECT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code"), to acquire, construct or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Greenfield Industries, Inc., a corporation duly incorporated under the laws of the State of South Carolina (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility which manufactures metal products in which the minimum level of taxable investment is not less than Eighteen Million Dollars (\$18,000,000) in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement, all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subservise the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on November 17, 2009, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended; and

WHEREAS, the Project will be located in a joint county industrial and business park with Pickens County.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility which manufactures metal products, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

(a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;

(c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;

(d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project and the Fee Agreement give rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement and this Ordinance.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Section 7. The County hereby agrees to waive, to the full extent allowed by law, the requirements of Section 12-44-55 of the Act with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act and provide copies thereof to the County.

Passed and approved this 15<sup>th</sup> day of December 2009.

OCONTE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald T. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading:	November 17, 2009
Second Reading:	December 1, 2009
Public Hearing:	December 15, 2009
Third Reading:	December 15, 2009





FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

GREENFIELD INDUSTRIES, INC.  
a State of South Carolina corporation

Dated as of December 1, 2009

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all filings required by the Act, and provides copies of all such filings to the County.

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Oconee County, South Carolina

## FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of December 1, 2009, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and GREENFIELD INDUSTRIES, INC. (the "Company"), a corporation duly organized and existing under the laws of the State of South Carolina.

## WITNESSETH:

### Recitals

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its

general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the cost benefit analysis required by Section 12-44-40(H)(1)(c) demonstrates the benefits of the Project to the public are greater than the costs of the Project to the public.

Pursuant to an Inducement Agreement executed by the County on November 17, 2009 and by the Company on \_\_\_\_\_, 2009 (referred to herein as the "Inducement Agreement") authorized by a resolution adopted by the County Council on November 17, 2009 (referred to herein as the "Inducement Resolution"), the Company has agreed to expand, acquire and equip by construction, purchase, lease-purchase, lease or otherwise a facility for the manufacture of metal products (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park (as hereinafter defined) in the County involves an initial taxable investment of at least \$18,000,000 in qualifying Economic Development Property (hereinafter defined) in the County.

Pursuant to an Ordinance adopted on December 15, 2009 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to execute and deliver this Fee Agreement which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County.

## ARTICLE I

### DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the Chairman of County Council, Administrator of the County or their designee as evidenced by a written certificate of the Chairman of County Council or the County Administrator (hereinafter defined).

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Oconee County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Greenfield Industries, Inc., a South Carolina corporation duly qualified to transact business in the State.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Administrator" shall mean the Administrator of Oconee County, South Carolina.

"County Council" shall mean the Oconee County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to

the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and/or tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 5.6 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Oconee County, South Carolina on the land acquired by, leased by or on behalf of the Company for the Project.

"Fee Agreement" shall mean this Fee Agreement.



"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County on November 17, 2009 and the Company on \_\_\_\_\_, 2009 as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on November 17, 2009, authorizing the County to enter into the Inducement Agreement.

"Investment Period" shall mean the period commencing January 1, 2009 and ending on the last day of the fifth (5<sup>th</sup>) property tax year following the property tax year in which this Agreement is executed; or, the tenth (10<sup>th</sup>) property tax year following the property tax year in which this Agreement is executed if the County shall hereafter agree, pursuant to and in accordance with the Act, to extend the Investment Period.

"Park" shall mean the industrial and business park created by the Park Agreement.

"Park Agreement" shall mean the Agreement for Development of an Industrial/Business Park for Oconee County and Pickens County, as amended from time to time.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2034 or December 31, 2039, if an extension of time in which to complete the Project is granted by the County at its discretion pursuant to Section 12-44-30(13) of the Act, as amended, but only if the County subsequently agrees to such a maximum number of years exceeding twenty and such agreement is approved by the county Council and reduced in writing.

"Project" shall mean such of the Equipment, Improvements, and/or Real Property located at the Facility, which constitutes eligible Economic Development Property and which is reported as such to the SC Department of Revenue on the appropriate forms.

"Real Property" shall mean the real property described in Exhibit A, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project

with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement of any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Sections 4.6, 4.7 or 4.8 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

"Required Minimum Investment" shall mean that the Company shall be allowed to invest under and pursuant to the Fee Agreement not less than Eighteen Million Dollars (\$18,000,000) in qualifying, taxable investment by the end of the fifth (5<sup>th</sup>) year of such qualifying fee in lieu of tax investment in the Project occurring by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement and such investment is maintained in accordance with the Act.

"State" shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project, as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act. The Authorized County Representative is to take all administrative or managerial actions to be taken or consented to by the County pursuant to this Agreement.

(d) The benefits of the Project, based upon the representations of value by the Company and a cost benefit analysis performed by the Oconee County Economic Development Commission exceed the costs of the Project to the County.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company organizational document or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a facility which manufactures metal products and other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to expand or to locate the Project in the State.

(e) The Company anticipates that the cost of the project will be at least \$18,000,000 in qualifying Economic Development Property in the County on or before December 31, 2014.

(f) The Company will invest not less than Eighteen Million Dollars (\$18,000,000) in Economic Development Property (the "Required Minimum Investment") on or before December 31, 2014. Should such investment requirement not be met, the Company will lose the benefit of the

Fee Agreement, and the Project will revert to normal tax treatment, pursuant to Section 12-44-140(B) of the Act and Section 4.2 hereof.

### ARTICLE III

#### COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of this Fee Agreement if it does not meet the Required Minimum Investment.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2014. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and provided that the Company may lose the benefit of this Fee Agreement if it does not complete the Project.

Section 3.3. Filings

(a) On or before May 1 of each year up to and including the May 1 immediately following the preceding December 31 of the year in which the completion of the Project has occurred, the Company shall provide the Oconee County Auditor with a list of all Project property as was placed in service during the year ended as of the prior December 31.

(b) The Company shall deliver to the Oconee County Auditor copies of all annual filings made with the Department with respect to the Project during the term of this Agreement, not later than thirty (30) days following delivery thereof to the Department.

(c) The Company shall cause a copy of this Agreement to be filed with the Oconee County Auditor, Oconee County Assessor and the Department within thirty (30) days after the date of execution and delivery hereof.

(d) The Company shall be responsible to the County (i) for filing annual tax reports to the South Carolina Department of Revenue, (ii) for computing the fee in lieu of tax owed to the County by the Economic Development Property and (iii) for paying the fee in lieu of tax to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-

50(A)(1) of the Act, and to meet the Required Minimum Investment, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2014, or up to December 31, 2019, if an extension of time to complete the Project is granted by the County in its discretion pursuant to Section 12-44-30(13) of the Act, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on



December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended, if the County approves, in writing, the use of such longer period created by any such amendment.
- Step 3: Multiply the taxable values, from Step 2, by the millage rate in effect for the Project site on June 30, 2009, which the parties believe to be 216.7 mills (which millage rate shall remain fixed for the term of this Fee Agreement), to determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments, or such longer period of years that the County may subsequently agree, in writing, that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the level described in this Agreement for the investment in the Project without the express, written consent of the County.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the

County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the actual amount of payments in lieu of ad valorem taxes already made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Failure to Make Required Minimum Investment. Notwithstanding any other provision of this Agreement to the contrary, in the event that investment (within the meaning of the Act) in the Project has not exceeded \$18,000,000 in non-exempt (subject to the fee) investment, as required under Section 12-44-30 (13) of the Act by December 31, 2014, then, unless otherwise agreed to by the County, beginning with the payment due in 2015, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case, and the Investment Period

will be terminated at that point. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2015 using the calculations described in this Section, over (ii) the total amount of payments in lieu of ad valorem taxes actually made by the Company with respect to the Project through and including 2015. Any amounts determined owing pursuant to the foregoing sentence shall be subject to interest as provided under State law for non-payment of ad valorem taxes.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 17-44-69 of the Act or any successor provision, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value; and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, pursuant to subsequent written

agreement with the County; the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step I of Section 4.1 hereof; provided, always, however, and notwithstanding any other provision of this Agreement, that if at any time subsequent to December 31, 2015, the total value of the Project based on the original income tax basis of the Equipment,

Real Property and Improvements contained therein, without deduction for depreciation, is less than \$18,000,000 in taxable (fee-in-lieu of tax) investment tax, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.5 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payment, and penalties and enforcement of collection.

Section 4.6 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.4, hereof, the Company shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(ii) hereof. The Company shall provide annual written notice to the County of the Removed Components in conjunction with the filing of the PT300 property tax form.

Section 4.7    Damage or Destruction of Project

(a)    Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b)    Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.4, hereof. Subject to the terms and provisions of this Agreement, all such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c)    Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.8    Condemnation

(a)    Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken

rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking— In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.4, hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may merge with or be acquired by another company so long as the surviving Company has a net asset value equal to or greater than that of the Company's net asset value.

### Section 5.2 Indemnification Covenants, Fees and Expenses of County

(a) The Company shall and agrees to indemnify and save the County, its members, employees, officers, and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement.

The Company shall indemnify and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend them in any such action, prosecution or proceeding.

(b) The Company further agrees to pay all reasonable and necessary expenses incurred by the County with respect to the preparation and delivery, and administration of this Agreement, including but not limited to attorneys fees and expenses.

Section 5.3 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers or neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or the County (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or



agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the Company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the above, the Company agrees:

- (i) to maintain complete books and records accounting for the acquisition, financing, construction and operation of the Project. Such books and records shall permit ready identification of the components of the Project;
- (ii) confirm the dates on which each portions of the Project are placed in service; and
- (iii) include copies of all filings made by the Company with the Oconee County Auditor or the Department with respect to property placed in service as part of the Project.

Section 5.4 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company with the prior

consent of the County, which consent will not unreasonably be withheld, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act.

Section 5.5 Events of Default The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay any other amounts due hereunder or to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the material terms, conditions, obligations or covenants of the Company hereunder, other than those already noted in this Section 5.5 which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

(c) The Company shall file a voluntary petition seeking an order for relief in bankruptcy, or shall be adjudicated insolvent, or shall file any petition or answer or commence a case seeking any reorganization, composition, readjustment, liquidation or similar order for relief or relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of either of the Company or of the Project, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

Section 5.6 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement, including, without limitation, those actions previously specified in this Agreement.

In addition to all other remedies herein provided, the nonpayment of payments in lieu of taxes herein shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the South Carolina Code) relating to the enforced collection of ad valorem taxes to collect any payments in lieu of taxes due hereunder.

Section 5.7 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein

expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 5.8 Reimbursement of Legal Fees and Expenses. The Company agrees to reimburse or otherwise pay, on behalf of the County, any and all reasonable expenses not hereinbefore mentioned incurred by the County in connection with the Project. Further if the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 5.9 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

Section 5.10 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have

previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control.

AS TO THE COUNTY: Oconee County, South Carolina  
415 South Pine Street  
Walhalla, South Carolina 29691  
Attention: County Administrator

AS TO THE COMPANY: Greenfield Industries, Inc.  
2501 Davis Creek Road  
Seneca, South Carolina 29678  
Attention: W. A. McRoberts

WITH A COPY TO: J. Wesley Crum, III P.A.  
233 North Main Street, Suite 200F  
Greenville, South Carolina 29601  
Attention: J. Wesley Crum III, Esquire

Section 5.11. Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.12. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.13 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.14 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.15 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.16 Further Assurance. From time to time, and at the sole expense of the Company, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.17 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.18 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE

COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 5.19 Force Majeure. Except with respect to the timely payment of all fee in lieu of tax payments to the County hereunder and to the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Reginald F. Dexter, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina



GREENFIELD INDUSTRIES, INC.

By \_\_\_\_\_  
Its:

37

Prepared by J. Wesley Crum, III  
November 16, 2009

EXHIBIT A  
LAND DESCRIPTION

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 15, 2009

COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

First Reading of Ordinance 2009-27 (In Caption Only): An Ordinance to Amend the Zoning Enabling Ordinance Pursuant to a Citizen-Initiated Rezoning Request.

**BACKGROUND OR HISTORY:**

The proposed Ordinance 2009-27 stems from a citizen-initiated rezoning request submitted by Ms. Marcia Spaeth on November 12, 2009. The request was accompanied by the signatures of 56% of the owners of the parcels proposed for rezoning. The proposal will rezone a series of 109 parcels located in the Parkview East and Parkview South communities, near Lake Hartwell, from the Control Free District (CFD). As submitted, all parcels would be rezoned as Lake Residential District (LRD).

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Staff mailed the owners of all parcels included in the request a notice of the proposed rezoning, as well as a map showing the requested classification of each parcel. Per Council's instruction, the letter stated that the lack of a response would be considered support for the proposal.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)  
If no, explain briefly: N/A

**STAFF RECOMMENDATION:**

Take First Reading in Caption Only on Ordinance 2009-27, and refer the rezoning request to the Planning Commission for the required review.

**FINANCIAL IMPACT:**

None Anticipated

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much: N/A

**ATTACHMENTS**

Map showing rezoning proposal.

Reviewed By/ Initials:

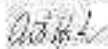
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Grants

\_\_\_\_\_  
Procurement

Submitted or Prepared By:



\_\_\_\_\_  
Department Head/Elected Official

Approved for Submittal to Council:



\_\_\_\_\_  
J.E. Klugh, Interim County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
**ORDINANCE NO. 2009-27**

AN ORDINANCE TO AMEND THE OCONEE COUNTY ZONING ENABLING ORDINANCE, ORDINANCE 2007-18, IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO REZONE A SERIES OF PARCELS SPECIFIED HEREIN, AND TO RATIFY AND AFFIRM ALL OTHER PROVISIONS OF ORDINANCE 2007-18 NOT AMENDED OR MODIFIED HEREBY; AND OTHER MATTERS RELATING THERETO

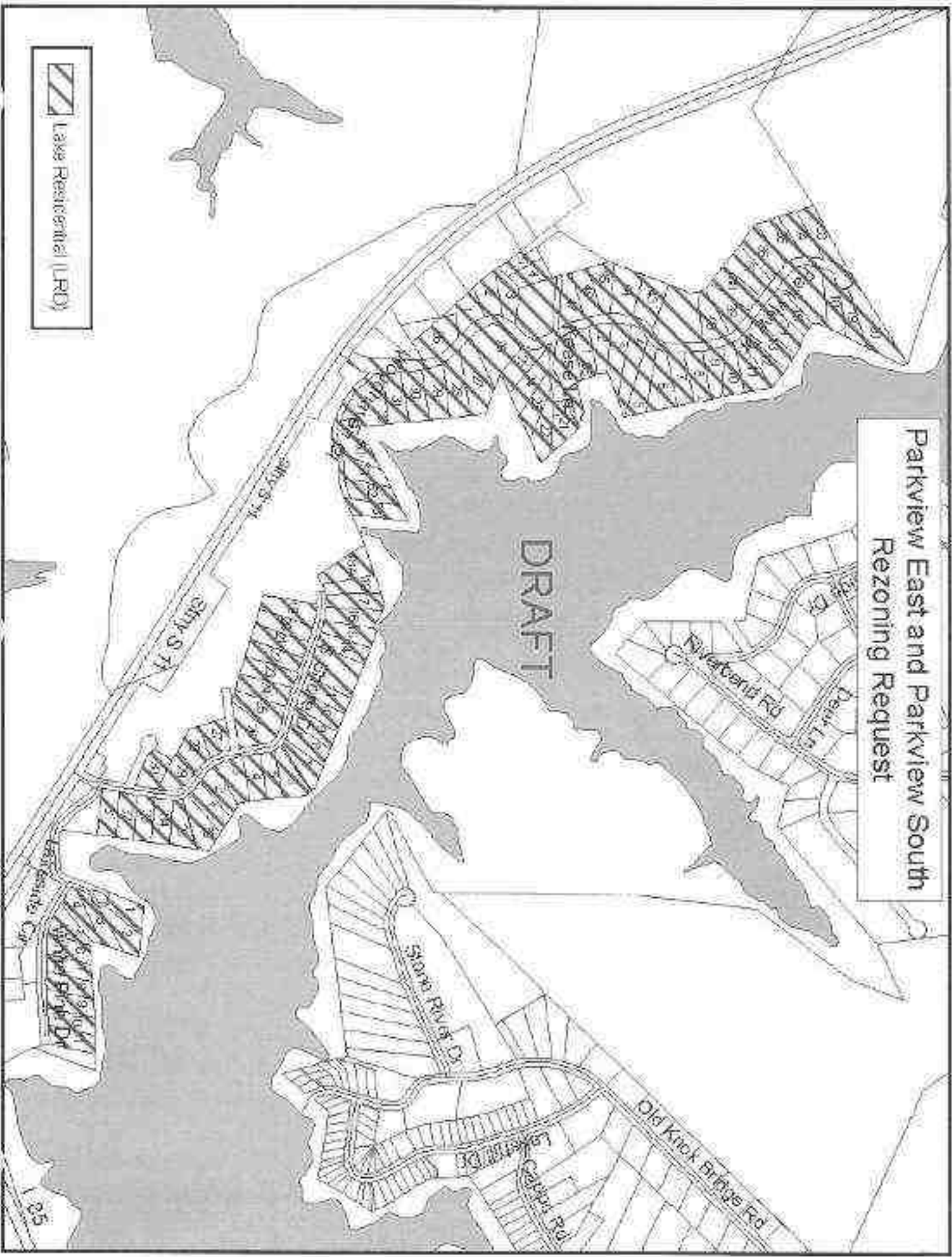
**APPENDIX A**

**Parcels Rezoned by Ordinance 2009-27**

Parkview East and Parkview South  
Rezoning Request

DRAFT

 Lake Residential (LRD)



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: December 15, 2009  
COUNCIL MEETING TIME: 7:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Change Order # 6 in the amount of \$19,375 to Purchase Order 44635 to Ard, Wood, Holcombe & Slate of Greenville, SC. This is the architectural firm that is representing Oconee County in the courthouse ADA issues.

**BACKGROUND OR HISTORY:**

Due to the litigation for the Oconee County Courthouse, Ard, Wood, Holcombe & Slate was selected by a previous Administrator, Tom Hendricks to assist in the ADA issues recognized by the US Department of Justice (A SDOJ)

The original PO 44635 was for \$25,000 to prepare a response to the USDJ, This firm has been preparing "as built drawings" and renovation options to submit to the USDJ, and assisting the County in preparing other design modifications and dimension solutions for ADA compliance as this process continues.

Change Order # 1 in the amount of \$75,000.00 was approved by Council on April 1, 2008.

Change Order # 2 in the amount of \$22,500.00 was approved by Council on June 3, 2008.

Change Order # 3 in the amount of \$48,736.24 was approved by Council on February 17, 2009.

Change Order # 4 in the amount of \$15,000.00 was approved by Council on June 2, 2009.

Change Order # 5 in the amount of 10,000.00 was approved by Council on September 1, 2009 bringing the total PO to \$196, 236.24.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

**STAFF RECOMMENDATION:**

The staff of Facilities Maintenance recommends that Council approve Change Order # 6 in the amount of \$19,375 which will bring PO 44635 to Ard, Wood, Holcombe & Slate to a total of \$215,651.24.

**FINANCIAL IMPACT:**

The original budget for the Courthouse corrections was \$335,000 in account # 012-501-82004-00000 beginning in 2007. The corrected available balance in this account, prior to Change Order #6 was \$27,732.37. After CO #6 the remaining balance will be \$8,357.37.

**ATTACHMENTS**

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

\_\_\_\_\_ Grants

*RC*

\_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

*Robert Courtright*  
Department Head/Elected Official

*Gene Klugh*  
Gene Klugh, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC

COUNCIL MEETING DATE: December 15, 2009  
COUNCIL MEETING TIME: 7:00 PM

**ITEM TITLE OR DESCRIPTION:**

Procurement is requesting Council's approval to continue the current procedure described below through December 2010 for the purchase of off-road fuel to be picked up and transported by the Roads & Bridges Department's fuel truck for use by various County departments that require off-road fuel.

**BACKGROUND OR HISTORY:**

The Roads & Bridges, Parks and Recreation, Sheriff's, Solid Waste, Rock Quarry, Airport, Facilities Maintenance, Rural Fire and Emergency Management Departments benefit from the delivery of off-road fuel. The current fuel truck has a capacity to transport 1,500 gallons of off-road diesel fuel and 100 gallons of off-road gas. There are only two vendors that can supply off-road fuel that are located in Oconee County, Acree Oil Company and Lindsay Oil Company. During fiscal year 2007-2008, Procurement issued quarterly quotes for off-road fuel, but as the price increased, it became necessary to have Council's approval for these purchases. In September of 2008, Council approved Procurement to issue quotes on a monthly basis to buy fuel from whichever vendor gave the best price. The approval was granted based on a six-month trial period and approved by Council in February of 2009 to extend through December 2009. It is challenging to request bids for off-road fuel pricing because the wholesale rack price varies on a weekly basis, as does the vendors' fuel costs to transport the product. Local vendors are unwilling to quote a price or even a percentage that would be honored for longer than a month. Based on the attached summary, bidding on a monthly basis to local vendors, reduces vendor risks for price fluctuations and still allows for competition that has consistently beat the state contract price.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Most Departments have no alternate way of obtaining off-road fuel. On a yearly basis, the fuel truck typically delivers approximately 110,000 gallons of off-road diesel fuel and approximately 1,400 gallons of off-road gas.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? At times, the monthly amount has exceeded the limit for quotations vs. formal bids (\$15,000), but this unique situation does not allow for formal bids and approval by Council each month.

**STAFF RECOMMENDATION:**

Staff requests that County Council allow the current procedure of requesting monthly quotes from two local vendors for off-road fuel to continue through December 2010 for the upcoming calendar year. At that time, the Procurement Department will submit the results to Council for approval to continue with this procurement process.

**FINANCIAL IMPACT:**

As can be seen from the attached summary, competitive monthly bidding from local vendors has helped the County save money and purchase fuel for less than the state contract price. Off-road diesel is purchased from 010-001-00040-7-1720. Off-road gas is purchased from 010-001-0040-7-1700.

**ATTACHMENTS**

Attachment I. Summary of Off-Road Diesel Bidding.

**Reviewed By/ Initials:**

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Finance

\_\_\_\_\_  
Grants

RL  
Procurement

**Submitted or Prepared By:**

Rebecca Courtney  
Department Head/Elected Official

**Approved for Submittal to Council:**

Gene Klugh  
Gene Klugh, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting. Therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Summary of Off Road Diesel Bidding

Month to pick up fuel	Bladder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fuel Env Fee	Freight	Margin	Cost per Gallon (Plus SC Sales Tax)	PG #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Sep-08	Acres Oil	8/26/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0000		\$3.2782	45549	\$ 18,236.26	\$ 3.3339	\$ - 0.36
	Lindsay Oil	8/26/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0015	0.07	\$3.3557				
Oct-08	Acres Oil	8/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0000		\$2.9687	45645	\$ 20,821.58	\$ 3.4057	\$ - 0.44
	Lindsay Oil	8/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0200	0.06	\$3.0287				
Nov-08	Acres Oil	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0000		\$2.1687	45749	\$ 19,483.42	\$ 2.3444	\$ - 0.13
	Lindsay Oil	10/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0250	0.06	\$2.2287				
Dec-08	Acres Oil	11/25/2008	1.7035	0.0025	0.0050	0.0010	0.0012	0.0000		\$1.7432	45799	\$ 6,606.14	\$ 1.6780	\$ - 0.23
	Lindsay Oil	11/25/2008	1.6815	0.0025	0.0050	0.0010	0.0012	0.0280	0.15	\$1.7442				
Jan-09	Acres Oil	12/16/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0000		\$1.3747	45847	\$ 6,212.37	\$ 1.6682	\$ - 0.29
	Lindsay Oil	12/16/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.3897				
Feb-09	Acres Oil	1/26/2009	1.3685	0.0025	0.0050	0.0010	0.0019	0.0000		\$1.4089	45911	\$ 11,400.60	\$ 1.8250	\$ - 0.22
	Lindsay Oil	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0019	0.0210	0.03	\$1.4619				
Mar-09	Acres Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0000		\$1.2458	45959	\$ 10,362.00	\$ 1.4673	\$ - 0.22
	Lindsay Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0240	0.02	\$1.2598				
Apr-09	Acres Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0000		\$1.3844	46038	\$ 15,439.47	\$ 1.6089	\$ - 0.42
	Lindsay Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0240	0.16	\$1.3934				
May-09	Acres Oil	4/23/2009	1.3539	0.0025	0.0050	0.0010	0.0019	0.00		\$1.3939	46135	\$ 12,476.15	\$ 1.7900	\$ - 0.40
	Lindsay Oil	4/23/2009	1.3595	0.0025	0.0050	0.0010	0.0019	0.025	0.02	\$1.4058				
Jun-09	Acres Oil	5/26/2009	1.5419	0.0025	0.0050	0.0010	0.0019	0.00		\$1.5818	46240	\$ 16,402.34	\$ 1.9500	\$ - 0.37
	Lindsay Oil	5/26/2009	1.5315	0.0025	0.0050	0.0010	0.0019	0.024	0.02	\$1.5859				
Jul-09	Acres Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0019	0.00		\$1.8144	46342	\$ 28,096.45	\$ 2.2100	\$ - 0.46
	Lindsay Oil	6/25/2009	1.771	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8234				
Aug-09	Acres Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.00		\$1.9058	46483	\$ 14,105.81	\$ 2.2500	\$ - 0.34
	Lindsay Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.16	\$1.9158				
Sep-09	Acres Oil	8/31/2009	1.8885	0.0025	0.0050	0.0010	0.0019	0.00		\$1.9300	46583	\$ 20,831.72	\$ 2.3115	\$ - 0.38
	Lindsay Oil	8/31/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.024	0.16	\$1.9399				
Oct-09	Acres Oil	9/28/2009	1.7198	0.0025	0.0050	0.0010	0.0019	0.00		\$1.7585	46686	\$ 15,837.41	\$ 1.8910	\$ - 0.16
	Lindsay Oil	8/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.06	\$1.8184				
Nov-09	Acres Oil	10/26/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.00		\$2.1354	46778	\$ 15,315.88	\$ 2.4788	\$ - 0.34
	Lindsay Oil	10/26/2009	2.085	0.0025	0.0050	0.0010	0.0019	0.025	0.00	\$2.1654				
Dec-09	Acres Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.00		\$2.0645	46841	\$ 2,387.5	\$ 2.3875	\$ - 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.00	\$2.0845				

\*Com fees used to break is in cost per gallon

Summary of Off-Road Diesel Bidding

Month to Pick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Plus SC Sales Tax)	PO #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Sep-08	Acree Oil	8/29/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2782	45549	\$ 26,206.25	\$ 3.3339	\$ - 0.06
	Lindsay Oil	8/28/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0378	0.07	\$3.3557				
Oct-08	Acree Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.9597	45645	\$ 22,871.56	\$ 3.4357	\$ - 0.44
	Lindsay Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0280	0.06	\$3.0257				
Nov-08	Acree Oil	11/1/2008	2.128	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1687	45749	\$ 13,453.42	\$ 2.3444	\$ - 0.18
	Lindsay Oil	10/31/2008	2.128	0.0025	0.0050	0.0010	0.0012	0.0280	0.06	\$2.2357				
Dec-08	Acree Oil	11/25/2008	1.7325	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7732	45799	\$ 8,806.14	\$ 1.9750	\$ - 0.25
	Lindsay Oil	11/25/2008	1.6918	0.0025	0.0050	0.0010	0.0012	0.0280	0.015	\$1.7442				
Jan-09	Acree Oil	12/19/2008	1.338	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3787	45847	\$ 6,212.37	\$ 1.6832	\$ - 0.29
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.3897				
Feb-09	Acree Oil	1/28/2009	1.3636	0.0025	0.0050	0.0010	0.0018	0.0300		\$1.4039	45911	\$ 11,438.80	\$ 1.6250	\$ - 0.22
	Lindsay Oil	1/23/2009	1.4535	0.0025	0.0050	0.0010	0.0018	0.0210	0.03	\$1.4619				
Mar-09	Acree Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0018	0.0300		\$1.2459	45959	\$ 10,162.35	\$ 1.4673	\$ - 0.22
	Lindsay Oil	2/23/2009	1.2085	0.0025	0.0050	0.0010	0.0018	0.0240	0.02	\$1.2509				
Apr-09	Acree Oil	3/25/2009	1.344	0.0025	0.0050	0.0010	0.0018	0.0300		\$1.3844	46036	\$ 15,458.47	\$ 1.6050	\$ - 0.42
	Lindsay Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0018	0.0240	0.015	\$1.3934				
May-09	Acree Oil	4/29/2009	1.3505	0.0025	0.0050	0.0010	0.0018	0.03		\$1.3907	45135	\$ 12,478.16	\$ 1.7900	\$ - 0.40
	Lindsay Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0018	0.025	0.02	\$1.4059				
Jun-09	Acree Oil	5/26/2009	1.5415	0.0025	0.0050	0.0010	0.0018	0.03		\$1.5819	46240	\$ 15,402.54	\$ 1.5500	\$ - 0.07
	Lindsay Oil	5/26/2009	1.5515	0.0025	0.0050	0.0010	0.0018	0.024	0.02	\$1.5859				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0018	0.03		\$1.8144	46347	\$ 28,036.46	\$ 2.2100	\$ - 0.40
	Lindsay Oil	6/25/2009	1.775	0.0025	0.0050	0.0010	0.0018	0.032	0.02	\$1.8254				
Aug-09	Acree Oil	7/27/2009	1.8526	0.0025	0.0050	0.0010	0.0018	0.03		\$1.8936	46463	\$ 14,705.61	\$ 2.2500	\$ - 0.34
	Lindsay Oil	7/27/2009	1.8345	0.0025	0.0050	0.0010	0.0018	0.024	0.013	\$1.8150				
Sep-09	Acree Oil	8/31/2009	1.8896	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9260	46583	\$ 20,961.72	\$ 2.0100	\$ - 0.36
	Lindsay Oil	8/19/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.9386				
Oct-09	Acree Oil	9/28/2009	1.7189	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7566	46680	\$ 16,857.41	\$ 1.8600	\$ - 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.059	\$1.8184				
Nov-09	Acree Oil	10/26/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.03		\$2.1354	46778	\$ 16,915.68	\$ 2.4798	\$ - 0.34
	Lindsay Oil	10/26/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.025	0.03	\$2.1504				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0648	46841		\$ 2.3676	\$ - 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.005	\$2.0548				

\*Note: has used to break 18.00 cost per gallon

Summary of Off-Road Diesel Bidding

Month to pick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Plus SC Sales Tax)	PO #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Sep-08	Acree Oil	9/25/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2782	45549	\$ 35,236.25	\$ 3.5339	\$ 0.36
	Lindsay Oil	9/26/2008	3.2335	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$3.3697				
Oct-08	Acree Oil	9/26/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.9687	45845	\$ 23,921.30	\$ 3.4357	\$ 0.44
	Lindsay Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0350	0.06	\$3.0287				
Nov-08	Acree Oil	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1687	45749	\$ 13,452.42	\$ 2.3444	\$ 0.18
	Lindsay Oil	10/31/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0250	0.06	\$2.2267				
Dec-08	Acree Oil	11/25/2008	1.7635	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7442	45749	\$ 8,896.14	\$ 1.9780	\$ 0.23
	Lindsay Oil	11/25/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0280	0.015	\$1.7442				
Jan-09	Acree Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3747	40847	\$ 5,213.37	\$ 1.6582	\$ 0.29
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.3657				
Feb-09	Acree Oil	1/26/2009	1.4065	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.4089	45911	\$ 11,429.80	\$ 1.8258	\$ 0.22
	Lindsay Oil	1/27/2009	1.4065	0.0025	0.0050	0.0010	0.0019	0.0210	0.03	\$1.4616				
Mar-09	Acree Oil	2/23/2009	1.3065	0.0025	0.0050	0.0010	0.0019	0.0380		\$1.2459	45956	\$ 10,182.38	\$ 1.4873	\$ 0.22
	Lindsay Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0240	0.02	\$1.2598				
Apr-09	Acree Oil	3/23/2009	1.244	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.2844	46038	\$ 15,459.47	\$ 1.6889	\$ 0.42
	Lindsay Oil	3/23/2009	1.244	0.0025	0.0050	0.0010	0.0019	0.0240	0.015	\$1.2934				
May-09	Acree Oil	4/23/2009	1.3905	0.0025	0.0050	0.0010	0.0019	0.03		\$1.3905	45136	\$ 12,676.16	\$ 1.7800	\$ 0.40
	Lindsay Oil	4/23/2009	1.3905	0.0025	0.0050	0.0010	0.0019	0.025	0.02	\$1.4058				
Jun-09	Acree Oil	5/25/2009	1.5415	0.0025	0.0050	0.0010	0.0019	0.03		\$1.5819	46240	\$ 16,402.94	\$ 1.9500	\$ 0.37
	Lindsay Oil	5/25/2009	1.5315	0.0025	0.0050	0.0010	0.0019	0.024	0.02	\$1.5868				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0019	0.03		\$1.8144	45342	\$ 26,096.46	\$ 2.2100	\$ 0.40
	Lindsay Oil	6/25/2009	1.775	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8234				
Aug-09	Acree Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9059	46453	\$ 14,185.81	\$ 2.2500	\$ 0.34
	Lindsay Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.9159				
Sep-09	Acree Oil	8/30/2009	1.8896	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9300	45583	\$ 20,981.72	\$ 2.3115	\$ 0.39
	Lindsay Oil	8/31/2009	1.8896	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.9388				
Oct-09	Acree Oil	9/28/2009	1.7185	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7588	46490	\$ 16,837.41	\$ 1.8510	\$ 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.058	\$1.8164				
Nov-09	Acree Oil	10/26/2009	2.036	0.0025	0.0050	0.0010	0.0019	0.03		\$2.1364	46739	\$ 16,916.68	\$ 2.4788	\$ 0.34
	Lindsay Oil	10/26/2009	2.036	0.0025	0.0050	0.0010	0.0019	0.025	0.05	\$2.1904				
Dec-09	Acree Oil	12/12/09	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0948	46841		\$ 2.3875	\$ 0.32
	Lindsay Oil	12/12/09	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.005	\$2.3548				

\*Coin loss used to break tie in cost per gallon

## Summary of Off-Road Diesel Bidding

Month to Pick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Plus SC & Fuel Tax)	PO #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Aug-08	Acree Oil	8/29/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2792	45548	\$ 36,236.25	\$ 3.6330	\$ 0.38
	Lindsay Oil	8/28/2008	3.2865	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$3.3567				
Oct-08	Acree Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.9887	45345	\$ 23,821.35	\$ 3.4057	\$ 0.44
	Lindsay Oil	9/30/2008	2.920	0.0025	0.0050	0.0010	0.0012	0.0280	0.05	\$3.0287				
Nov-08	Acree Oil	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1887	45749	\$ 13,453.42	\$ 2.3444	\$ 0.18
	Lindsay Oil	10/31/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0280	0.05	\$2.2287				
Dec-08	Acree Oil	11/20/2008	1.7885	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7432	45798	\$ 6,306.14	\$ 1.9780	\$ 0.23
	Lindsay Oil	11/25/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0280	0.015	\$1.7442				
Jan-09	Acree Oil	12/19/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3747	45347	\$ 6,212.37	\$ 1.6682	\$ 0.29
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0280	0.02	\$1.3987				
Feb-09	Acree Oil	1/24/2009	1.3885	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.4289	45911	\$ 11,436.60	\$ 1.6250	\$ 0.22
	Lindsay Oil	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0019	0.0218	0.03	\$1.4619				
Mar-09	Acree Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.2458	45959	\$ 10,162.35	\$ 1.4673	\$ 0.22
	Lindsay Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0240	0.02	\$1.2599				
Apr-09	Acree Oil	3/29/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.3844	46035	\$ 15,459.47	\$ 1.6089	\$ 0.42
	Lindsay Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0240	0.015	\$1.3934				
May-09	Acree Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.03		\$1.3938	46135	\$ 12,476.18	\$ 1.7900	\$ 0.43
	Lindsay Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.025	0.02	\$1.4059				
Jun-09	Acree Oil	5/26/2009	1.5415	0.0025	0.0050	0.0010	0.0019	0.03		\$1.5819	46240	\$ 16,402.34	\$ 1.9500	\$ 0.37
	Lindsay Oil	5/25/2009	1.5315	0.0025	0.0050	0.0010	0.0019	0.024	0.02	\$1.5889				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0019	0.03		\$1.8144	46342	\$ 28,096.46	\$ 2.2100	\$ 0.40
	Lindsay Oil	6/25/2009	1.773	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8234				
Aug-09	Acree Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9059	46463	\$ 14,105.61	\$ 2.2500	\$ 0.34
	Lindsay Oil	7/21/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.015	\$1.9159				
Sep-09	Acree Oil	8/31/2009	1.6895	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7230	46583	\$ 20,981.72	\$ 2.3115	\$ 0.35
	Lindsay Oil	8/31/2009	1.6895	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.7389				
Oct-09	Acree Oil	9/28/2009	1.7165	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7560	46690	\$ 18,837.41	\$ 1.3610	\$ 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.058	\$1.8184				
Nov-09	Acree Oil	10/29/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.03		\$2.1354	46779	\$ 18,915.65	\$ 2.4798	\$ 0.34
	Lindsay Oil	10/28/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.028	0.03	\$2.1604				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0649	46841		\$ 2.3875	\$ 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.088	\$2.0649				

\*Only fees used to check for 100000 per gallon

Summary of Off Road Diesel Bidding

Month to tick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Plus SC Sales Tax)	PO #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Sep-08	Acree Oil	8/29/2008	3.2365	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2752	45349	\$ 36,236.25	\$ 3.6355	\$ 0.36
	Lindsay Oil	8/28/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$3.3557				
Oct-08	Acree Oil	9/30/2008	2.928	0.0025	0.0050	0.0010	0.0012	0.0380		\$2.9657	45645	\$ 23,821.26	\$ 3.4057	\$ 0.44
	Lindsay Oil	9/30/2008	2.928	0.0025	0.0050	0.0010	0.0012	0.0250	0.08	\$3.0287				
Nov-08	Acree Oil	11/1/2008	2.128	0.0025	0.0050	0.0010	0.0012	0.0900		\$2.1997	45749	\$ 13,452.42	\$ 2.3444	\$ 0.16
	Lindsay Oil	10/31/2008	2.128	0.0025	0.0050	0.0010	0.0012	0.0250	0.08	\$2.2207				
Dec-08	Acree Oil	11/26/2008	1.7035	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7432	45769	\$ 6,808.74	\$ 1.8760	\$ 0.23
	Lindsay Oil	11/26/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0250	0.015	\$1.7442				
Jan-09	Acree Oil	12/19/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3747	45847	\$ 8,272.87	\$ 1.5682	\$ 0.26
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.3997				
Feb-09	Acree Oil	1/28/2009	1.3935	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.4039	45911	\$ 11,438.80	\$ 1.6250	\$ 0.22
	Lindsay Oil	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0019	0.0210	0.03	\$1.4615				
Mar-09	Acree Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.2459	45938	\$ 10,182.26	\$ 1.4678	\$ 0.22
	Lindsay Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0240	0.02	\$1.2999				
Apr-09	Acree Oil	3/23/2009	1.544	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.5844	46038	\$ 15,458.47	\$ 1.6089	\$ 0.42
	Lindsay Oil	3/23/2009	1.544	0.0025	0.0050	0.0010	0.0019	0.0240	0.015	\$1.5834				
May-09	Acree Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.03		\$1.3899	46038	\$ 12,476.16	\$ 1.7800	\$ 0.40
	Lindsay Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.025	0.02	\$1.4059				
Jun-09	Acree Oil	5/25/2009	1.5415	0.0025	0.0050	0.0010	0.0019	0.03		\$1.5815	46240	\$ 16,402.34	\$ 1.8580	\$ 0.37
	Lindsay Oil	5/25/2009	1.5315	0.0025	0.0050	0.0010	0.0019	0.024	0.02	\$1.5859				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0019	0.03		\$1.8144	46240	\$ 25,096.48	\$ 2.2100	\$ 0.40
	Lindsay Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8274				
Aug-09	Acree Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9059	46480	\$ 14,106.81	\$ 2.2500	\$ 0.34
	Lindsay Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.9159				
Sep-09	Acree Oil	8/21/2009	1.8888	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9300	46583	\$ 20,951.72	\$ 2.3110	\$ 0.38
	Lindsay Oil	8/31/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.024	0.016	\$1.9398				
Oct-09	Acree Oil	9/26/2009	1.7185	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7589	46990	\$ 16,537.41	\$ 1.9810	\$ 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.056	\$1.8184				
Nov-09	Acree Oil	10/26/2009	2.035	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0754	46779	\$ 18,915.68	\$ 2.4798	\$ 0.34
	Lindsay Oil	10/26/2009	2.035	0.0025	0.0050	0.0010	0.0019	0.028	0.03	\$2.1034				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0649	46841		\$ 2.3675	\$ 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.025	\$2.0649				

\*Costs listed used to a rack to find cost per gallon.



Summary of Off-Road Diesel Bidding

Month to Pick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Plus SC Sales Tax)	PO #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Aug-08	Acree Oil	8/28/2008	2.2385	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.2782	45649	\$ 20,236.23	\$ 2.6338	\$ - 0.35
	Lindsay Oil	8/28/2008	2.2395	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$2.3537				
Oct-08	Acree Oil	8/29/2008	2.023	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.0637	45645	\$ 22,021.05	\$ 2.4037	\$ - 0.44
	Lindsay Oil	8/30/2008	2.028	0.0025	0.0050	0.0010	0.0012	0.0280	0.06	\$2.0667				
Nov-08	Acree Oil	11/11/2008	2.120	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1637	45749	\$ 13,453.42	\$ 2.3444	\$ - 0.18
	Lindsay Oil	10/31/2008	2.128	0.0025	0.0050	0.0010	0.0012	0.0280	0.06	\$2.2207				
Dec-08	Acree Oil	11/25/2008	1.7935	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7432	45799	\$ 6,806.14	\$ 1.9780	\$ - 0.23
	Lindsay Oil	11/25/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0280	0.015	\$1.7442				
Jan-09	Acree Oil	12/16/2008	1.935	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.9747	45847	\$ 8,212.37	\$ 1.8682	\$ - 0.25
	Lindsay Oil	12/18/2008	1.935	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.9897				
Feb-09	Acree Oil	1/28/2009	1.9685	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.4009	45911	\$ 11,438.83	\$ 1.5210	\$ - 0.22
	Lindsay Oil	1/27/2009	1.4035	0.0025	0.0050	0.0010	0.0019	0.0210	0.03	\$1.4610				
Mar-09	Acree Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.2459	45959	\$ 10,162.93	\$ 1.4871	\$ - 0.22
	Lindsay Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0240	0.02	\$1.2199				
Apr-09	Acree Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.3844	46036	\$ 15,459.47	\$ 1.8039	\$ - 0.42
	Lindsay Oil	3/25/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0240	0.015	\$1.3994				
May-09	Acree Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.03		\$1.3939	46135	\$ 12,475.15	\$ 1.7900	\$ - 0.40
	Lindsay Oil	4/28/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.025	0.02	\$1.4059				
Jun-09	Acree Oil	5/25/2009	1.5415	0.0025	0.0050	0.0010	0.0019	0.03		\$1.5819	46240	\$ 16,492.34	\$ 1.3500	\$ - 0.57
	Lindsay Oil	5/25/2009	1.5015	0.0025	0.0050	0.0010	0.0019	0.024	0.02	\$1.5859				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0018	0.05		\$1.8144	46342	\$ 28,096.45	\$ 2.2100	\$ - 0.40
	Lindsay Oil	6/25/2009	1.773	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8234				
Aug-09	Acree Oil	7/21/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9059	46463	\$ 14,105.81	\$ 2.2503	\$ - 0.34
	Lindsay Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.015	\$1.9159				
Sep-09	Acree Oil	8/19/2009	1.8695	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9330	46593	\$ 20,981.72	\$ 2.3115	\$ - 0.36
	Lindsay Oil	8/31/2009	1.8695	0.0025	0.0050	0.0010	0.0018	0.024	0.015	\$1.9399				
Oct-09	Acree Oil	9/28/2009	1.7165	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7569	46690	\$ 18,537.41	\$ 1.8510	\$ - 0.10
	Lindsay Oil	9/28/2009	1.720	0.0025	0.0050	0.0010	0.0018	0.024	0.015	\$1.8154				
Nov-09	Acree Oil	10/25/2009	2.095	0.0025	0.0050	0.0010	0.0015	0.03		\$2.1354	46779	\$ 16,915.58	\$ 2.4705	\$ - 0.34
	Lindsay Oil	10/28/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.025	0.05	\$2.1634				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0649	46841		\$ 2.3975	\$ - 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.015	\$2.0949				

\*Coin toss used to break tie in cost per gallon

Summary of Off-Road Diesel Bidding

Month to lock up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Fls SC Sales Tax)	PG #	Total Spent	State Contract Price per Gallon	Savings per GALLON Over SC price
Aug-08	Acree Oil	8/23/2008	3.2585	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2782	45549	\$ 30,233.25	\$ 3.0339	\$ 0.36
	Lindsay Oil	8/28/2008	3.2345	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$3.3567				
Oct-08	Acree Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.9887	45845	\$ 23,821.38	\$ 3.0357	\$ 0.62
	Lindsay Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0280	0.09	\$3.0287				
Nov-08	Acree Oil	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1887	45748	\$ 13,459.42	\$ 2.3444	\$ 0.15
	Lindsay Oil	10/31/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0280	0.08	\$2.2287				
Dec-08	Acree Oil	11/29/2008	1.7035	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7432	45789	\$ 5,805.74	\$ 1.9750	\$ 0.23
	Lindsay Oil	11/25/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0280	0.016	\$1.7442				
Jan-09	Acree Oil	12/19/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3747	45847	\$ 2,212.27	\$ 1.8882	\$ 0.29
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.02	\$1.3897				
Feb-09	Acree Oil	1/28/2009	1.3665	0.0025	0.0050	0.0010	0.0010	0.0300		\$1.4065	45811	\$ 11,438.00	\$ 1.8280	\$ 0.22
	Lindsay Oil	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0019	0.0210	0.03	\$1.4819				
Mar-09	Acree Oil	2/23/2009	1.2035	0.0025	0.0050	0.0010	0.0010	0.0300		\$1.2430	45859	\$ 10,162.36	\$ 1.4879	\$ 0.22
	Lindsay Oil	2/23/2009	1.2635	0.0025	0.0050	0.0010	0.0019	0.0240	0.02	\$1.2898				
Apr-09	Acree Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0010	0.0300		\$1.3844	45036	\$ 15,450.47	\$ 1.8089	\$ 0.42
	Lindsay Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0240	0.015	\$1.3834				
May-09	Acree Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.03		\$1.3905	46135	\$ 12,475.15	\$ 1.7800	\$ 0.40
	Lindsay Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.028	0.02	\$1.4059				
Jun-09	Acree Oil	5/26/2009	1.5415	0.0025	0.0050	0.0010	0.0019	0.03		\$1.5819	46240	\$ 10,402.94	\$ 1.9500	\$ 0.37
	Lindsay Oil	5/25/2009	1.5215	0.0025	0.0050	0.0010	0.0019	0.024	0.02	\$1.5859				
Jul-09	Acree Oil	6/25/2009	1.734	0.0025	0.0050	0.0010	0.0019	0.03		\$1.8144	46342	\$ 28,096.45	\$ 2.2100	\$ 0.40
	Lindsay Oil	6/29/2009	1.773	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8294				
Aug-09	Acree Oil	7/27/2009	1.8635	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9030	46463	\$ 14,105.81	\$ 2.2500	\$ 0.34
	Lindsay Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.9159				
Sep-09	Acree Oil	8/31/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9300	46593	\$ 20,081.72	\$ 2.5115	\$ 0.36
	Lindsay Oil	8/31/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.024	0.018	\$1.9399				
Oct-09	Acree Oil	9/28/2009	1.7165	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7609	46690	\$ 18,837.41	\$ 1.8610	\$ 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.055	\$1.8184				
Nov-09	Acree Oil	10/28/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.03		\$2.1334	46779	\$ 16,915.68	\$ 2.4785	\$ 0.34
	Lindsay Oil	10/28/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.026	0.03	\$2.1604				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0649	46841		\$ 2.3875	\$ 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.026	0.005	\$2.0649				

\*Cash taxes used to break bid to cost of gallon



Summary of Off-Road Diesel Bidding

Month to Pick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Fl. & SC Sales Tax)	PG #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Aug-08	Acree Oil	8/20/2008	3.2585	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2782	45549	\$ 36,238.25	\$ 3.6339	\$ - 0.36
	Lindsay Oil	8/23/2008	3.2385	0.0025	0.0050	0.0010	0.0012	0.0378	0.07	\$3.3557				
Oct-08	Acree Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.9387	45545	\$ 23,821.38	\$ 3.4057	\$ - 0.44
	Lindsay Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0286	0.33	\$3.0267				
Nov-08	Acree Oil	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1587	45748	\$ 13,453.42	\$ 2.3444	\$ - 0.15
	Lindsay Oil	10/31/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0280	-0.33	\$2.2287				
Dec-08	Acree Oil	11/29/2008	1.7635	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7432	45756	\$ 6,305.14	\$ 1.9793	\$ - 0.23
	Lindsay Oil	11/23/2008	1.6615	0.0025	0.0050	0.0010	0.0012	0.0280	0.315	\$1.7442				
Jan-09	Acree Oil	12/19/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3747	45847	\$ 5,212.37	\$ 1.5582	\$ - 0.28
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0250	0.32	\$1.3897				
Feb-09	Acree Oil	1/28/2009	1.3665	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.4069	45911	\$ 11,498.88	\$ 1.9250	\$ - 0.22
	Lindsay Oil	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0019	0.0210	0.33	\$1.4619				
Mar-09	Acree Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.2455	45958	\$ 10,182.38	\$ 1.4672	\$ - 0.22
	Lindsay Oil	2/23/2009	1.2055	0.0025	0.0050	0.0010	0.0019	0.0240	0.32	\$1.2595				
Apr-09	Acree Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0300		\$1.3844	46006	\$ 15,459.67	\$ 1.8689	\$ - 0.42
	Lindsay Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0019	0.0240	0.315	\$1.3934				
May-09	Acree Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.03		\$1.3809	46135	\$ 12,425.16	\$ 1.7800	\$ - 0.40
	Lindsay Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0019	0.025	-0.02	\$1.4059				
Jun-09	Acree Oil	5/25/2009	1.5415	0.0025	0.0050	0.0010	0.0019	0.03		\$1.5819	46240	\$ 15,462.94	\$ 1.5660	\$ - 0.57
	Lindsay Oil	5/25/2009	1.6315	0.0025	0.0050	0.0010	0.0019	0.024	0.32	\$1.6259				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0019	0.03		\$1.8144	46342	\$ 28,096.46	\$ 2.2100	\$ - 0.40
	Lindsay Oil	6/25/2009	1.775	0.0025	0.0050	0.0010	0.0019	0.02	0.02	\$1.8234				
Aug-09	Acree Oil	7/21/2009	1.8155	0.0025	0.0050	0.0010	0.0019	0.03		\$1.8059	46463	\$ 14,105.81	\$ 2.2500	\$ - 0.34
	Lindsay Oil	7/27/2009	1.8655	0.0025	0.0050	0.0010	0.0019	0.024	0.315	\$1.9159				
Sep-09	Acree Oil	8/31/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.03		\$1.9390	46503	\$ 20,581.72	\$ 2.3115	\$ - 0.35
	Lindsay Oil	8/31/2009	1.8895	0.0025	0.0050	0.0010	0.0019	0.024	0.315	\$1.9399				
Oct-09	Acree Oil	9/28/2009	1.7165	0.0025	0.0050	0.0010	0.0019	0.03		\$1.7060	46690	\$ 18,837.41	\$ 1.8610	\$ - 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0019	0.024	0.058	\$1.8134				
Nov-09	Acree Oil	10/26/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.03		\$2.1354	46773	\$ 18,915.68	\$ 2.4758	\$ - 0.34
	Lindsay Oil	10/28/2009	2.095	0.0025	0.0050	0.0010	0.0019	0.025	0.33	\$2.1654				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.03		\$2.0649	46841		\$ 2.3875	\$ - 0.52
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0019	0.025	0.335	\$2.0649				

PG# in total used to break the bid cost per gallon

Summary of Off Road Diesel Bidding

Month to Pick up fuel	Bidder	Date of Rack Sheet	Rack Price	SC Insp Fee	SC Env Fee	LUST Tax	Fed Env Fee	Freight	Margin	Cost per Gallon (Plus SC Rack Tax)	PO #	Total Spent	State Contract Price per Gallon	Savings per Gallon Over SC price
Sep-08	Acree Oil	8/29/2008	3.2355	0.0025	0.0050	0.0010	0.0012	0.0300		\$3.2762	45545	\$ 35,235.25	\$ 3.5338	\$ - 0.26
	Lindsay Oil	8/29/2008	3.2355	0.0025	0.0050	0.0010	0.0012	0.0375	0.07	\$3.3657				
Oct-08	Acree Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.9667	45645	\$ 23,921.35	\$ 3.4987	\$ - 0.44
	Lindsay Oil	9/30/2008	2.929	0.0025	0.0050	0.0010	0.0012	0.0280	0.05	\$3.0267				
Nov-08	Acree Oil	11/1/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0300		\$2.1687	45745	\$ 13,453.42	\$ 2.3444	\$ 0.10
	Lindsay Oil	10/31/2008	2.129	0.0025	0.0050	0.0010	0.0012	0.0280	0.05	\$2.2267				
Dec-08	Acree Oil	11/29/2008	1.7035	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.7432	45795	\$ 6,896.14	\$ 1.8780	\$ - 0.23
	Lindsay Oil	11/25/2008	1.6915	0.0025	0.0050	0.0010	0.0012	0.0280	0.015	\$1.7142				
Jan-09	Acree Oil	12/19/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3747	45847	\$ 9,217.37	\$ 1.5582	\$ - 0.26
	Lindsay Oil	12/18/2008	1.335	0.0025	0.0050	0.0010	0.0012	0.0280	0.02	\$1.3867				
Feb-09	Acree Oil	1/23/2009	1.3605	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.4069	45911	\$ 11,438.80	\$ 1.6250	\$ - 0.22
	Lindsay Oil	1/27/2009	1.4005	0.0025	0.0050	0.0010	0.0012	0.0210	0.03	\$1.4515				
Mar-09	Acree Oil	2/23/2009	1.2655	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.2459	45959	\$ 10,182.38	\$ 1.4672	\$ - 0.22
	Lindsay Oil	2/23/2009	1.2655	0.0025	0.0050	0.0010	0.0012	0.0240	0.02	\$1.2699				
Apr-09	Acree Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0012	0.0300		\$1.3844	45998	\$ 15,459.47	\$ 1.5089	\$ - 0.42
	Lindsay Oil	3/23/2009	1.344	0.0025	0.0050	0.0010	0.0012	0.0240	0.015	\$1.3934				
May-09	Acree Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0012	0.03		\$1.3909	46035	\$ 12,475.16	\$ 1.7500	\$ - 0.40
	Lindsay Oil	4/23/2009	1.3505	0.0025	0.0050	0.0010	0.0012	0.025	0.02	\$1.4059				
Jun-09	Acree Oil	5/29/2009	1.5415	0.0025	0.0050	0.0010	0.0012	0.03		\$1.5819	46240	\$ 16,402.34	\$ 1.9500	\$ - 0.37
	Lindsay Oil	5/25/2009	1.5315	0.0025	0.0050	0.0010	0.0012	0.024	0.02	\$1.5959				
Jul-09	Acree Oil	6/25/2009	1.774	0.0025	0.0050	0.0010	0.0012	0.03		\$1.8144	46342	\$ 20,096.46	\$ 2.2100	\$ - 0.46
	Lindsay Oil	6/20/2009	1.775	0.0025	0.0050	0.0010	0.0012	0.02	0.02	\$1.8234				
Aug-09	Acree Oil	7/27/2009	1.8955	0.0025	0.0050	0.0010	0.0012	0.03		\$1.9059	46463	\$ 14,105.81	\$ 2.2500	\$ - 0.34
	Lindsay Oil	7/27/2009	1.8955	0.0025	0.0050	0.0010	0.0012	0.024	0.018	\$1.9159				
Sep-09	Acree Oil	8/11/2009	1.8955	0.0025	0.0050	0.0010	0.0012	0.03		\$1.9360	46563	\$ 20,851.72	\$ 2.3115	\$ - 0.38
	Lindsay Oil	8/11/2009	1.8955	0.0025	0.0050	0.0010	0.0012	0.024	0.015	\$1.9356				
Oct-09	Acree Oil	9/28/2009	1.7165	0.0025	0.0050	0.0010	0.0012	0.03		\$1.7569	46690	\$ 18,937.47	\$ 1.8510	\$ - 0.10
	Lindsay Oil	9/28/2009	1.728	0.0025	0.0050	0.0010	0.0012	0.024	0.056	\$1.8154				
Nov-09	Acree Oil	10/26/2009	2.095	0.0025	0.0050	0.0010	0.0012	0.03		\$2.1354	46779	\$ 16,916.88	\$ 2.4758	\$ - 0.34
	Lindsay Oil	10/26/2009	2.095	0.0025	0.0050	0.0010	0.0012	0.025	0.03	\$2.1504				
Dec-09	Acree Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0012	0.03		\$2.0649	46841		\$ 2.3875	\$ - 0.32
	Lindsay Oil	12/1/2009	2.0245	0.0025	0.0050	0.0010	0.0012	0.025	0.055	\$2.0645				

SC Oil fees used to break down cost per gallon

# MEMO

To: Mr. Klugh

From: Kendra Brown

Re: Westminster Emergency Services Building Possible Funding Sources

## Grants

Several federal and state agencies do offer grants that can be used for building fire stations; however the application process can take from a few months to over a year. Once a grant is awarded the administration requirements, especially those related to a construction grant can also delay construction. The eligibility criteria and funding priorities vary from grant to grant, but for the most common grants this project would not be a high priority and/or eligible.

County staff have looked into several grant programs including the Assistance to Firefighters Fire Station Construction grant (part of the stimulus), Community Development Block Grant (CDBG) and USDA Rural Development Community Facilities grant program. The county was not eligible for the CDBG or USDA Rural Development grants due to exceeding the low to moderate income level requirements. The Assistance to Firefighters Fire Station Construction grant was not applied for due to several issues, the primary one being the timing constraints of the project. Some of the other issues include the joint nature of the project - AFG grants are awarded to fire departments and in this case the fire department will not own the building, the relatively low amount of funds allocated to this program from the Federal level and the fact that the priority of this program focused on the size of the population protected. The AFG Construction Grant was a one-time program and is now closed. The annual AFG grant does not provide funds for new construction.

Another issue that would arise is that the County has selected a contractor for this project who has begun work on the plans. Any grant received would probably require us to restart the procurement process from the beginning in order to comply with Federal grant guidelines. Researching and applying for a grant at this point in time would seriously delay the start of the project with very little likelihood of success. Normally, the grant application process is started at least one year before the expected start date of the project.

## **Fund Balance (Funds on Hand)**

### General Fund

The "Designated for dissolution of solid waste fund" was considered as a possible funding source by previous management. When the accounting method for Solid Waste was changed, the fund balance of the old fund was transferred to the General Fund and designated. This designation includes the amount refunded from the Appalachian Council of Government related to the Tri-County Landfill.

DESIGNATED FOR SOLID WASTE	5,311,628
ESTIMATED CLOSURE/POST CLOSURE	(2,158,842)
C&D LANDFILL EXPANSION	(650,000)
	<hr/>
	2,502,986

### Capital Projects Fund

"Other capital projects fund" of \$232,500 was approved in 2006-2007 budget, but no record of any particular capital project approved has been found.

### Emergency Services Fund

#### Fund Balance (Funds on Hand)

Approximately \$1,600,000 is available in the Emergency Services Fund.

## **Debt**

General Obligation Bonds (G.O. Bonds) are normally repaid from a separate millage for the debt service assessed for the entire county. Special Revenue Bonds could be repaid using funds generated by the Emergency Services Fund millage, but that would require reductions in other expenditures of that fund. This project could be combined with other projects in a bond issue.

## **Interim Financing**

Interim financing is using short-term borrowings to provide funds for a project prior to receiving the ultimate funding for a project. Sometimes grant and loan programs require the sponsoring agent to pay for the project in advance and then be reimbursed. Sometimes a government will use interim financing to begin a project before a bond can be issued. A government can use its own cash or enter into a Bond Anticipation Note (BAN) or a Grant Anticipation Note (GAN) with a lender. There are legal and interest costs to these short-term notes. In addition, in order to be eligible for reimbursement expenditures have to meet several legal requirements.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2009-28**

**AN ORDINANCE TO AMEND ARTICLE II (NOISE) OF CHAPTER 12 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED PARTICULARS, ONLY, AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through the Oconee County Council (the "County Council"), has heretofore, on June 16, 1998, adopted its Ordinance 98-2, the "Oconee County Noise Control Ordinance"; and,

**WHEREAS**, Oconee County Ordinance 98-2 has since been codified as Article II (Noise) of Chapter 12 of the Oconee County Code of Ordinances, and is currently in effect as such; and

**WHEREAS**, Oconee County Council has found, and hereby finds, that the reasonable control of excessive noise is an integral aspect of quality of life for the citizens of Oconee County; that reasonable balances have to be weighed and made between typical outdoor pursuits which provide for the entertainment and recreation of some of the people of Oconee County, and reasonable control of noise which, if left unabated, might deteriorate the quality of life for other Oconee County citizens; and, that reasonable accommodations can be made which allow for enjoyment of life and quality of life by both groups, and,

**WHEREAS**, Oconee County Council desires to adjust, modify, and amend Article II of the Chapter 12 of the Oconee County Code of Ordinances, in certain limited particulars only, in order to provide for the maximum quality of life of both groups mentioned in the preceding paragraphs;

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Section 12-33, Enumeration of specific nuisances, of the Oconee County Code of Ordinances is hereby amended by adding a new subsection (10) to read as follows: "(10) *Automobile Racetracks*. The operation of any automobile for racing, and the operation of any facility for the conduct of automobile racing, which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities in the immediate vicinity thereof."
2. Section 12-34, Exceptions, of the Oconee County Code of Ordinances is hereby amended by adding a new subsection (c), to read as follows, and renumbering all subsequent subsections of Section 12-34, thereafter: "(c) Additionally, this article does not apply to any racing automobile equipped with and using a certified automotive racing muffler system, when used at a proper, lawful racing facility, or to any automobile racing facility, at which all participating automobiles are using such a certified automotive racing muffler system, between the hours of 10:00 a.m. and 11:30 p.m. local time, Monday through Saturday only." Additionally, subsection (e) (currently subsection (d)) of such Section 12-34 is hereby amended by adding the following sentence at the end of such subsection: "This exception shall not apply to the nuisance described in Section 12-33(10), which has its own exception, herein."

## Recap of work activities of Ard, Wood, Holcombe and Slate Architects

Start Date: April 8, 2007

As of: December 9, 2009

### Activities:

1. Numerous discussions and meetings with attorneys representing Oconee County. Brad Norton, Tom Martin, Andy Goldsmith.
2. Numerous discussions and meetings with Oconee County personnel. Luke Julian, Marianne Dillard, Robyn Courtright, Tabitha Harvey, Clerk of Court, Courthouse personnel, Judges, County Building Code officials.
3. Reviewed and researched Department of Justice reports and data, Preliminary Consent Order, and other documents.
4. Went to Washington DC with County Attorney to present Plan Of Action drawings and data to Department of Justice. Help negotiate an acceptable architectural solution.
5. Made numerous visits to Courthouse to measure and document as built conditions and dimension. This data was used to draw a set of as built drawings that served as basis to develop a graphic solution to the finding referenced in the Martiniz Report from DOJ.
6. Developed a set of 98 drawings with 6 major revisions that was used to get DOJ approval and to assist attorneys in the civil cases against Contractor and architect.
7. Reviewed and researched applicable building and accessibility codes: IBC 2000, IBC 2006, ANSI 117.1 1997, ANSI 117.1 2003, ABA, ADA, ADAAG, UFAS.
8. Developed a Preliminary Draft Report to DOJ July 10 & 19, 2007.
9. Reviewed and Responded to reports and drawings by other consultants. Heery International inc., H2L Engineers (Contractor Expert), Kahn Construction Response, Clark Architects Response, Preview Group Notes( Clark Expert).
10. Consulted with County Attorney during the settlement and discovery phase. Gave deposition to Kahn and Clark Attorneys.
11. Printed numerous drawings, cadd files, reports of documents for County Attorneys, Kahn and Clark Attorneys and County Personnel.
12. Met with and held discussions with City of Walhalla building code official to seek variances and code interpretation for proposed remodeling to implement the final design.
13. Collected, researched and distributed code references to attorneys. Obtained official code interpretation for International Code Congress to be used a legal opinion for specific code section.
14. Developed 3 different cost estimates for attorneys to negotiate a settlement.
15. Met with County Administrators and County Council Members fro status reports.
16. Met with county personnel to review mechanical and electrical system problems and concerns. Reviewed mechanical engineers report.

Date printed 9 Dec 2009

COURTHOUSE REMEDIATION WORKSHEET

012-501-82004-00000

	Original PO	YTD Expenditures on PO's	Remaining Balance
<i>Heery International</i>	\$ 11,000.00	\$ 8,339.04	\$ 2,660.96
<i>Ard, Wood, Holcombe &amp; Slate</i>	\$ 196,276.24	\$ 190,373.24	\$ 5,903.00
<i>MDI</i>	\$ 540.83	\$ 539.88	\$ -
<i>Love, Thornton, Arnold &amp; Thomason</i>	\$ 77,945.31	\$ 65,659.91	\$ 12,285.40
<i>Tom Martin</i>	\$ 5,000.00	\$ -	\$ 5,000.00
<i>TFS Engineering</i>	\$ 6,500.00	\$ 5,000.00	\$ 1,500.00
<i>Total Encumbrances</i>	\$ 297,262.38	\$ 269,912.07	\$ 27,349.36
<i>Total Miscellaneous Expenditures</i>	\$ -	\$ 10,008.20	\$ -

\*PO was closed

<b>Total Original Budget</b>	\$ 335,000.00
<b>Total YTD Expenditures</b>	\$ (279,918.27)
<b>Less Encumbrances</b>	\$ (46,724.36)
<b>Remaining Balance</b>	\$ 8,357.37

Oconee County, South Carolina

General Fund Schedule of Revenues, Expenditures, and Changes in Fund Balance

Year to Date Totals as of September 30, 2009

SUMMARY	Original Budget	YTD Actual	Variance/ Remaining Budget	%
				Remaining
<b>REVENUES</b>				
Taxes	38,735,820	1,840,433	29,895,387	5%
Licenses, Permits and Fees	2,274,228	436,623	1,837,605	19%
Intergovernmental	4,091,834	17,117	4,074,717	100%
Fines and forfeitures	634,000	129,433	504,567	20%
County appt	701,374	166,574	534,800	24%
Parks & Recreation	251,305	26,928	224,377	11%
Miscellaneous and other	1,235,640	405,458	830,182	33%
Franchise Fees	54,000	0	54,000	0%
Interest Income	550,000	29,240	520,760	9%
<b>Total Revenues</b>	<b>48,472,484</b>	<b>2,338,857</b>	<b>39,133,626</b>	<b>34%</b>
<b>EXPENDITURES</b>				
Administration	1,059,815	155,323	904,492	15%
Airport	819,785	155,047	664,738	20%
Community Services	2,497,493	577,783	1,919,710	23%
Union Aid	1,757,706	315,000	1,442,706	18%
General Government	4,812,045	69,452	3,880,593	8%
Judicial Services	2,768,337	313,749	2,454,588	28%
Public Safety	12,879,021	2,427,872	10,451,149	81%
Public Works	12,165,737	2,185,615	9,980,122	82%
State Services	888,018	222,623	665,395	24%
Taxation	2,710,324	54,785	2,655,539	76%
<b>Total Expenditures</b>	<b>42,877,386</b>	<b>8,874,455</b>	<b>33,402,931</b>	<b>79%</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>7,604,902</b>	<b>(6,335,598)</b>	<b>4,730,696</b>	
<b>Other financing sources (uses)</b>				
Interfund transfer in	2,186,930	0	2,186,930	
Interfund transfer out	(581,036)	0	(581,036)	
<b>Total other financing sources</b>	<b>1,604,902</b>	<b>0</b>	<b>1,604,902</b>	
<b>Total</b>	<b>0</b>	<b>(6,335,598)</b>	<b>6,335,597</b>	



DETAIL	Original Budget	YTD Actual	Variance / Remaining Budget	% Remaining
<b>Judicial Services</b>				
Clerk of Court	684,788	122,726	562,064	90%
Magistrates	603,067	133,630	469,437	77%
Probate Court	498,038	86,955	411,083	91%
Probation, Parole & Pardon	0	0	0	0%
Public Defender	180,000	75,300	104,700	50%
Register of Deeds	381,017	75,741	305,276	90%
Solicitor	437,228	108,745	328,483	76%
	<u>2,759,627</u>	<u>615,743</u>	<u>2,143,884</u>	<u>76%</u>
<b>Public Safety</b>				
Animal Control	408,073	85,556	322,517	76%
Communications	1,734,528	240,320	1,494,208	86%
Coroner	167,294	27,293	140,001	91%
Detention Center	2,817,751	526,276	2,291,475	41%
Emergency Services	1,605,827	165,328	1,440,499	96%
Staff	5,065,847	1,383,589	3,682,258	77%
	<u>12,679,621</u>	<u>2,427,672</u>	<u>10,251,949</u>	<u>81%</u>
<b>Public Works</b>				
Engineering Services	80,000	0	80,000	100%
Facility Maintenance	1,590,094	240,122	1,349,972	84%
Roads	4,099,003	866,844	3,232,159	83%
Soil & Water Conservation	62,579	9,372	53,207	82%
Solid Waste	3,995,077	770,851	3,224,226	81%
Vehicle Maintenance	2,409,850	168,489	2,241,361	61%
	<u>12,135,997</u>	<u>2,135,619</u>	<u>9,999,378</u>	<u>82%</u>
<b>State Services</b>				
Charity Medical Incident	170,000	81,370	88,630	62%
Cooperatives Extension	5,750	5,750	0	0%
DSS/DHHS	15,410	2,500	12,910	84%
Health Department	62,150	11,484	50,666	82%
Legislative Delegation	81,268	18,203	63,065	72%
Registrars & Electors	184,710	80,214	104,496	67%
Veterans Affairs	178,306	39,057	139,249	78%
	<u>858,836</u>	<u>222,028</u>	<u>636,808</u>	<u>83%</u>
<b>Taxation</b>				
Assessor	1,247,765	269,221	978,544	78%
Auditor	364,977	73,706	291,271	63%
Board of Assessment Appeals	12,531	1,517	11,014	92%
Computer Tax Center	168,720	60,864	107,856	68%
Delinquent Tax Collector	416,988	130,301	286,687	63%
Treasurer	428,345	86,676	341,669	81%
	<u>2,716,927</u>	<u>641,785</u>	<u>2,075,142</u>	<u>76%</u>
<b>Total Expenditures</b>	<u>42,077,386</u>	<u>8,674,496</u>	<u>33,402,890</u>	<u>79%</u>
<b>Excess (deficiency) of revenues over expenditures</b>	<u>(2,004,592)</u>	<u>(6,335,598)</u>	<u>4,730,996</u>	

## **Upstate Local Census Offices Numbers & Addresses**

### **Anderson – 2833**

Wayne Mickey-Local Census Office Manager,  
Marshall Mitchell-Assistant Manager of Recruiting  
1504 North Fant St, Anderson SC 29621-4708  
(864) 932-4300

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### **Greenville – 2838**

Dave Burns-Local Census Office Manager  
Laura Middlebrooks-Assistant Manager of Recruiting  
850 South Pleasantburg Dr Suite 300, Greenville SC 29607  
(864) 335-6500

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### **Rock Hill – 2840**

Janet Smiley-Local Census Office Manager,  
Barbara Ostrander-Assistant Manager of Recruiting  
775 Addison Ave, Suite 200, Rock Hill SC 29730-7060  
(803) 207-8490